



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

May 19, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**IMMUNIZATION PROGRAM STATE FUNDING ALLOCATION AND SUBCONTRACT
AGREEMENTS FOR FISCAL YEAR 2005-2006**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept the attached Letter of Intent (LOI), Exhibit I, from the California Department of Health Services (CDHS), in the amount of \$1,057,050 for the period of July 1, 2005 through June 30, 2006 to provide continued funding support for the County's Immunization Program.
2. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 3 to Agreement No. H-212985 with Northeast Valley Health Corporation, Inc. (NEVHC) for a total maximum County obligation of \$64,000, substantially similar to Exhibit II, for the Women, Infants, and Children (WIC) program for the provision of monthly voucher pickup, escort of children for needed immunizations, and/or co-location of immunization services for the period of July 1, 2005 through June 30, 2006, 100% offset by State funds, with provision for a 12-month automatic renewal, effective July 1, 2006 through June 30, 2007, contingent upon receipt and approval of CDHS funding for Fiscal Year (FY) 2006-07.
3. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 3, substantially similar to Exhibit III, with the following 14 service providers: Arroyo Vista Family Health Center, Catalina Island Medical Center, (formerly known as Avalon Municipal Hospital and Clinic), Chinatown Service Center, Clinica Msr. Oscar A. Romero, East Los Angeles Health Task Force, Eisner Pediatric and Family Medical Center, El Proyecto del Barrio, Family Health Care Centers of Greater Los Angeles, Inc., Koryo Health Foundation,

Mission City Community Network, Inc., Northeast Valley Health Corporation, Franciscan Clinics D.B.A. QueensCare Family Clinics, Valley Community Clinic, and Venice Family Clinic, for enhanced immunization services, for the period of July 1, 2005 through June 30, 2006, for a total maximum County obligation of \$646,000, 100% offset by State funds, with provision for a 12-month automatic renewal, effective July 1, 2006 through June 30, 2007, contingent upon receipt and approval of CDHS funding for Fiscal Year (FY) 2006-07.

4. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1, substantially similar to Exhibit IV, with the following six service providers: AltaMed Health Services Corporation, Central City Community Healthcare Center, Harbor Free Clinic, Partners in Care Foundation Care-A-Van Mobile Health Clinic, St. John's Well Child and Family Center, and Westside Family Health Center for enhanced immunization services, for the period of July 1, 2005 through June 30, 2006, for a total maximum County obligation of \$243,000, 100% offset by State funds, with provision for a 12-month automatic renewal, effective July 1, 2006 through June 30, 2007, contingent upon receipt and approval of CDHS funding for Fiscal Year (FY) 2006-07.
5. Delegate authority to the Director of Health Services, or his designee, to accept and sign forthcoming Standard Agreements with the CDHS for FY 2006-07 and FY 2007-08, for the provision of immunization program services, subject to review and approval by County Counsel and notification of Board offices.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

Board approval of the recommended actions will provide funding support to amend an existing Agreement with NEVHC for the immunization WIC project and to renew 20 immunization service agreements for the continued provision of enhanced immunization services for infants and small children countywide.

FISCAL IMPACT/FINANCING:

The total program cost for FY 2005-06 is \$1,057,050, fully offset by State funds. Funding allocations are as follows: 1) Amendment No. 3 for Agreement No. H-212985 with NEVHC is in the amount of \$64,000 for FY 2005-06, with a provision for a 12 month automatic renewal, contingent upon the receipt of CDHS funding for FY 2006-07; 2) Amendments No. 1 and 3 with 20 immunization service providers for enhanced immunization services totals \$889,000 for FY 2005-06, with provision for a 12 month automatic renewal, contingent upon the receipt of CDHS funding for FY 2006-07; and 3) A total of \$104,050 is allocated to the immunization program office for health education materials and contract monitoring fees. There are no net County costs.

Funding is included in the FY 2005-06 Proposed Budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

For a number of years, the Board has authorized the continuation of immunization services and/or activities and has approved agreements with community-based organizations supported by State funding.

On September 30, 2003 the Board approved Standard Agreement No. 03-75134 from the CDHS in the amount of \$1,318,800 for the period of July 1, 2003 through June 30, 2004. In the same action, the Board approved recommendations to amend two immunization service agreements for WIC and approved amendments for the renewal of 14 service providers and seven new immunization agreements for enhanced immunization services. The Board also delegated authority to the Director of Health Services, or his designee, to accept and sign forthcoming Standard Agreements with the CDHS for subsequent fiscal years for immunization services through FY 2005-06, subject to review and approval by County Counsel and notification of Board offices.

On August 9, 2004, the Department accepted Standard Agreement No. 04-35236 in the amount of \$1,312,45 from the CDHS for FY 2004-05 through delegated authority as authorized by the Board on September 30, 2003.

On February 14, 2005, the Department received a LOI from the CDHS in the amount of \$1,057,050 to support the continuation of immunization services for the WIC project and the renewal of 20 immunization service providers.

Board approval of the recommended actions will prevent a lapse of immunization services for Los Angeles County. The Department anticipates receiving the State Standard Agreement for FY 2005-06 by July 2005.

County Counsel has reviewed Exhibit I and approved Exhibits II and III as to form.

Attachments A and B provide additional information. Attachment C is the Grant Management Statement for grant awards exceeding \$100,000.

CONTRACTING PROCESS:

It is not appropriate to advertise subcontract amendments on the L.A. County Online Web Site as a business/contract opportunity. The 20 subcontract amendments for the provision of enhanced immunization services were selected by the CDHS through a Request for Application (RFA) solicitation process. DHS was provided a list of qualified contractors to enter into contractual agreements for immunization services. The providers of WIC services were not included in the State's RFA process.

The Department has been providing WIC services through an agreement with NEVHC since September 2001. NEVHC is one of three WIC service providers for Los Angeles County and is the only agency that provides WIC services for the Northeast and Santa Clarita Valley area.

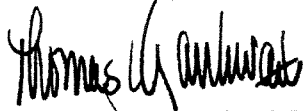
The Honorable Board of Supervisors
May 19, 2005
Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of Amendment No. 3 and the renewal of 20 subcontract amendment agreements will provide State funding support for the continuation of WIC and enhanced immunization program services for Los Angeles County throughout FY 2006-07.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas Garthwaite, M.D., Director
Department of Health Services

TLG:kh

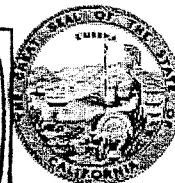
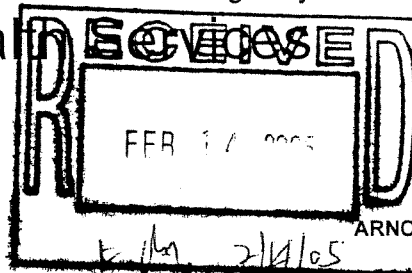
Attachment (4)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLET/CD3784.KH

State of California—Health and Human Services Agency

Department of Health Services

ARNOLD SCHWARZENEGGER
GovernorCalifornia
Department of
Health ServicesSANDRA SHEWRY
Director

February 7, 2005

Ms. Cheri Todoroff, M.P.H.
 Director, Immunization Program
 County of Los Angeles Department of Health Services
 3530 Wilshire Blvd, Suite 700
 Los Angeles, CA 90010

Dear Ms. Todoroff:

I am writing this letter in response to your request for information regarding available funding for Fiscal Year 2005-2006. The California Department of Health Services, Immunization Branch intends to award the Los Angeles County Department of Health Services \$1,057,050. These funds include \$150,000 for WIC, and \$907,050 for community health centers. These funds are to cover the period of July 1, 2005-June 30, 2006 and are contingent upon continued appropriations by the Governor and Legislature for FY 05/06.

I hope this letter will satisfy your Department of our intent to provide contract funds to continue immunization project efforts in Los Angeles County.

Thank you for your Department's continued efforts to improve infant and toddler immunization levels. If I can be of further assistance, please contact me at 510/540-2065.

Sincerely,

John L. Dunajski, MPA, Assistant Chief
 Immunization Branch

cc: Maria Volk, CDHS, Immunization Branch
 Leona O'Neill, CDHS, Immunization Branch
 Mitch Mellman, Los Angeles County, Immunization Program

SUMMARY OF AGREEMENT1. TYPE OF SERVICES:

Provision of a comprehensive immunization services delivery program within Los Angeles County to assist in the prevention of the occurrence and transmission of vaccine-preventable diseases. Program services include enhanced immunization services, monthly voucher pickup, escort of children for needed immunizations and/or co-location of immunization services and referral and assessment.

2. AGENCY/CONTACT PERSON:

California Department of Health Services (CDHS)
Immunization Branch
2151 Berkeley Way, Room 712
Berkeley, California 94704
Attention: Denise Rogers, MPH, Assistant Chief, Immunization Branch
Telephone: (510) 540-2065 - Facsimile: (510) 839-6015
e-mail address: www.dhs.ca.gov

3. TERM OF CDHS LETTER OF INTENT:

Effective July 1, 2005 through June 30, 2006, contingent upon continued appropriation by the Governor and Legislature for Fiscal Year (FY) 2005-06.

4. FINANCIAL INFORMATION:

The total program cost for FY 2005-06 is \$1,057,050, fully offset by State funds. Funding allocations are as follows: 1) Amendment No. 3 for Agreement No. H-212985 with NEVHC is in the amount of \$64,000 for FY 2005-06, with a provision for a 12 month automatic renewal, contingent upon the receipt of CDHS funding for FY 2006-07; 2) Amendments No. 1 and 3 with 20 immunization service providers for enhanced immunization services totals \$889,000 for FY 2005-06, with a provision for a 12 month automatic renewal, contingent upon the receipt of CDHS funding for FY 2006-07 ; and 3) A total of \$104,050 is allocated to the immunization program office for health education materials and contract monitoring fees. There are no net County costs.

Funding is included in the FY 2005-06 Proposed Budget.

5. SUBCONTRACT SERVICES:

Contract No. Contractor
WIC Subcontract Services:

FY 2005-2006
Max. Obligation

H-212985-3	Northeast Valley Health Corporation, Inc. (NEVHC) - WIC 1172 North Maclay Avenue San Fernando, California 91340-1300 Attention: Kim Wyard, Executive Director Telephone: (818) 898-1399/Facsimile: (818) 365-7670	\$64,000
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<p>COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES</p> <p>PUBLIC HEALTH</p> <p>IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2005-2006</p> <p>COUNTY BUDGET</p> <p>JULY 1, 2005 through JUNE 30, 2006</p>

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>APPROVED BUDGET</u>
OPERATING EXPENSES				
Health Education Materials (Incentives & Media/Marketing)				86,000
TOTAL OPERATING EXPENSES				\$86,000
SUBCONTRACT EXPENSES				
WIC - Northeast Valley Health Corporation				64,000
CHC - AltaMed Health Services Corporation				85,000
CHC - Arroyo Vista Family Health Center				100,000
CHC - Catalina Island Medical Center				15,000
CHC - Central City Community Healthcare Center				20,000
CHC - Chinatown Service Center				10,000
CHC - Clinica Msr. Oscar A. Romero				27,000
CHC - East Los Angeles Health Task Force				10,000
CHC - Eisner Pediatric & Family Medical Center				100,000
CHC - El Proyecto Del Barrio, Inc.				100,000
CHC - Family Health Care Centers of Greater LA, Inc.				28,000
CHC - Harbor Free Clinic				10,000
CHC - Koryo Health Foundation Community Clinic				10,000
CHC - Mission City Community Network, Inc.				37,000
CHC - Northeast Valley Health Corporation				100,000
CHC - Partners in Care Foundation Care-A-Van Mobile Health (37,000
CHC - QueensCare Family Clinics				55,000
CHC - St. John's Well Child & Family Center				72,000
CHC - Valley Community Clinic				10,000
CHC - Venice Family Clinic				44,000
CHC - Westside Family Health Center				19,000
TOTAL SUBCONTRACT EXPENSES				\$953,000
Other Costs - Contract Monitoring Fee				18,050
TOTAL GRANT COST				\$1,057,050
Indirect Cost		29.2934%		0
Total Program Cost				<u>\$1,057,050</u>

SUMMARY OF AGREEMENTS (cont'd)

<u>Contract No.</u>	<u>Contractor</u>	<u>FY 2005-2006 Max. Obligation</u>
<u>Community Health Center Subcontract Services</u>		
H-700136-1	AltaMed Health Services Corporation 500 Citadel Drive, Suite 490 Los Angeles, California 90040 Attention: Cristina Martinez Telephone: (323) 889-7325/Facsimile: (323) 889-7843	\$85,000
H-213067-3	Arroyo Vista Family Health Center 6000 North Figueroa Street Los Angeles, California 90042 Attention: Martina Ramirez, Ph.D. Telephone: (323) 254-5221/Facsimile: (323) 254-4618	\$100,000
H-212987-3	Catalina Island Medical Center 100 Falls Canyon Road, P.O. Box 1663 Avalon, California 90704 Attention: Krista Steuter, Clinic Manager Telephone: (310) 510-0700/Facsimile: (213) 680-9427	\$15,000
H-700137-1	Central City Community Healthcare Center 5970 South Central Avenue Los Angeles, California 90001 Attention: Genevieve Filmardirossian Telephone: (323) 724-6911/Facsimile: (323) 724-6915	\$20,000
H-213008-3	Chinatown Service Center 767 North Hill Street, Suite 400 Los Angeles, California 90012 Attention: Tina Young Telephone: (213) 880-1740/Facsimile: (213) 680-9427	\$10,000
H-212967-3	Clinica Msr. Oscar A. Romero 123 South Alvarado Street Los Angeles, California 90017 Attention: Melinda Serrano Telephone: (213) 201-2784/Facsimile: (213) 989-7701	\$27,000
H-213083-3	East Los Angeles Health Task Force 2120 East 6 th Street Los Angeles, California 90023 Attention: Susana Arellano Telephone: (323) 261-2171/Facsimile: (323) 261-0246	\$10,000

SUMMARY OF AGREEMENTS (cont'd)

<u>Contract No.</u>	<u>Contractor</u>	FY 2005-2006 <u>Max. Obligation</u>
H-213010-3	Eisner Pediatric and Family Medical Center 1530 South Olive Street Los Angeles, California 90016 Attention: Chona J. de Leon Telephone: (213) 746-1037/Facsimile: (213) 746-9379	\$100,000
H-212988-3	El Proyecto del Barrio 8902 Woodman Avenue Arleta, California 91331 Attention: Corrine Sanchez Telephone: (818) 830-7133/Facsimile: (818) 830-7280	\$100,000
H-213084-3	Family Health Care Centers of Greater Los Angeles, Inc. 6501 South Garfield Avenue Bell Gardens, California 90201 Attention: Raquel Villa, Executive Director Telephone: (562) 928-9600/Facsimile (562) 927-6974	\$28,000
H-700194-1	Harbor Free Clinic 599 West 9 th Street San Pedro, California 80731-3105 Attention: Michele Ruppel, Executive Director Telephone: (310) 547-0176/Facsimile: (310) 547-5096	\$10,000
H-212989-3	Koryo Health Foundation 1058 South Vermont Avenue Los Angeles, California 90006 Attention: Kyung Man Seo, Executive Director Telephone: (213) 380-8833/Facsimile: (213) 368-6047	\$10,000
H-212968-3	Mission City Community Network, Inc. 16206 Parthenia Street North Hills, California 91343 Attention: Laura Valenzuela Telephone: (818) 895-3100/Facsimile: (818) 893-9464	\$37,000
H-212984-3	Northeast Valley Health Corporation 1172 North Maclay Avenue San Fernando, California 91340-1300 Attention: Kim Wyard, Executive Director Telephone: (818) 898-1388/Facsimile: (818) 365-7670	\$100,000

SUMMARY OF AGREEMENTS (cont'd)

<u>Contract No.</u>	<u>Contractor</u>	<u>FY 2005-2006 Max. Obligation</u>
H-700112-1	Partners in Care Foundation Care-A-Van Mobile Health Clinic 101 South First Street, Suite 100 Burbank, California 91502 Attention: James A. Cook Telephone: (818) 526-1780 x108/Facsimile: (818) 526-1788	\$37,000
H-207612-3	Franciscan Clinics D.B.A. QueensCare Family Clinics 1300 North Vermont Avenue, Suite 102 Los Angeles, California 90027 Attention: Susan K. Fuentes, Vice President Telephone: (323) 644-6191/Facsimile: (323) 953-2757	\$55,000
H-700116-1	St. John's Well Child & Family Center 514 West Adams Boulevard Los Angeles, California 90007 Attention: James J. Mangia Telephone: (213) 749-0947/Facsimile: (213) 749-7354	\$72,000
H-212951-3	Valley Community Clinic 6902 Coldwater Canyon Avenue North Hollywood, California 91605 Attention: Diane Chamberlain Telephone: (818) 763-8836/Facsimile: (818) 7630-7231	\$10,000
H-213009-3	Venice Family Clinic 604 Rose Avenue Venice, California 90291 Attention: Christine Lund Telephone: (310) 664-7721/Facsimile: (310) 392-6642	\$44,000
H-700135-1	Westside Family Health Center 1711 Ocean Park Boulevard Santa Monica, California 90405 Attention: Debra Farmer Telephone: (310) 450-4773/Facsimile: (310) 450-0783	\$19,000

6. PRIMARY GEOGRAPHIC AREAS TO BE SERVED:

Countywide.

SUMMARY OF AGREEMENTS (cont'd)

7. **DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:**

Robert J. Kim-Farley, M.D., M.P.H., Director, Communicable Disease Control and Prevention

8.. **APPROVALS:**

Public Health:	John F. Schunhoff, Ph.D., Chief of Operations
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Contracts and Grants Division:	Cara O'Neill, Chief
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County Counsel (approval as to form)	Allison Morse, Deputy County Counsel
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COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH
IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2005-2006
COUNTY BUDGET
JULY 1, 2005 through JUNE 30, 2006

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>APPROVED BUDGET</u>
OPERATING EXPENSES				
Health Education Materials (Incentives & Media/Marketing)				86,000
TOTAL OPERATING EXPENSES				<u>\$86,000</u>
SUBCONTRACT EXPENSES				
WIC - Northeast Valley Health Corporation				64,000
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CHC - Arroyo Vista Family Health Center				100,000
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CHC - Central City Community Healthcare Center				20,000
CHC - Chinatown Service Center				10,000
CHC - Clinica Msr. Oscar A. Romero				27,000
CHC - East Los Angeles Health Task Force				10,000
CHC - Eisner Pediatric & Family Medical Center				100,000
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CHC - Family Health Care Centers of Greater LA, Inc.				28,000
CHC - Harbor Free Clinic				10,000
CHC - Koryo Health Foundation Community Clinic				10,000
CHC - Mission City Community Network, Inc.				37,000
CHC - Northeast Valley Health Corporation				100,000
CHC - Partners in Care Foundation Care-A-Van Mobile Health Clinic				37,000
CHC - QueensCare Family Clinics				55,000
CHC - St. John's Well Child & Family Center				72,000
CHC - Valley Community Clinic				10,000
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CHC - Westside Family Health Center				19,000
TOTAL SUBCONTRACT EXPENSES				<u>\$953,000</u>
Other Costs - Contract Monitoring Fee				18,050
TOTAL GRANT COST				\$1,057,050
Indirect Cost		29.2934%		0
Total Program Cost				<u><u>\$1,057,050</u></u>

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services

Grant Project Title and Description - Immunization Program Services

A comprehensive immunization services delivery program to assist in the prevention of the occurrence and transmission of vaccine-preventable diseases. Services include enhanced immunization services, monthly voucher pick-up, escort of children for immunizations and co/location of immunization services.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CDHS	Letter of Intent from the CDHS Dated 2/07/05	ASAP

Total Amount of Grant	\$1,057,050	County Match Requirements	N/A
Grant Period: 7/01/05	Begin One year period	End Date:	6/30/05
Number of Personnel Hired -Grant	0	Full 0	Part Time

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes X No

Will all personnel hired for this program be placed on temporary ("N") items? X No

Is the County obligated to continue this program after the grant expires Yes No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes No X

b). Identify other revenue sources Yes No X

Describe

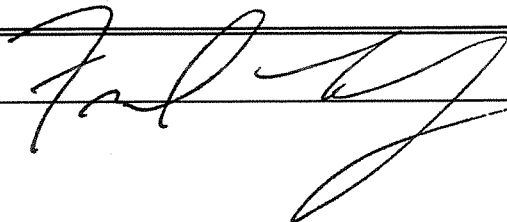
c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant. Yes X No

Impact of additional personnel on existing space: None

Other requirements not mentioned above:

None

Department Head Signatu



Date

Contract No. H-700112-1

IMMUNIZATION PROJECT SERVICES AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

PARTNERS IN CARE FOUNDATION
CARE-A-VAN MOBILE HEALTH
CLINIC (hereafter
"Contractor").

WHEREAS reference is made to that certain document entitled
"IMMUNIZATION PROJECT SERVICES AGREEMENT", dated September 30,
2003, and further identified as County Agreement No. H-700112,
between the County and Partners in Care Foundation Care-A-Van
Mobile Health Clinic ("Contractor") and any Amendments thereto
(all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to provide for the changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on July 1, 2005 and shall remain in full force and effect to, and including June 30, 2006, subject to State funding.

2. Paragraph 1, TERM, shall be revised as follows:

"1. TERM: This Agreement shall be effective September 30, 2003 and shall continue in full force and effect to, and including, June 30, 2006, subject to the availability of State funding. Thereafter, this Agreement shall be automatically renewed for an additional twelve (12) months effective July 1, 2006 through June 30, 2007, subject to the availability of State funding to the County. If such State funding is not forthcoming, this Agreement shall terminate on June 30, 2006.

If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated, with or without cause, by Contractor at least thirty (30) calendar days advance written notice to County. County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder. In any event, this Agreement shall finally expire on June 30, 2007.

Director may also suspend the performance of services

hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds, for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisor's fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, and agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be revised as

follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, B, F, and G Scopes of Work, attached hereto and incorporated herein by reference.

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of this Agreement through June 30, 2004, the maximum obligation of County for Contractor's performance hereunder is Thirty-Seven Thousand, Dollars (\$37,000) as set forth in Exhibit A, Schedule 1, Budget, attached hereto and incorporated herein by reference.

County's maximum obligation for the period effective July 1, 2004 through June 30, 2005, for Contractor's performance hereunder shall not exceed Thirty-Seven Thousand Dollars (\$37,000) as set forth in Exhibit B, Schedule I, Budget, attached hereto and incorporated herein by reference.

County's maximum obligation for the period effective July 1, 2005 through June 30, 2006, for Contractor's performance hereunder shall not exceed Thirty-Seven Thousand Dollars (\$37,000) as set forth in Exhibit F, Schedule III, Budget, attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period July 1, 2006

through June 30, 2007, the maximum obligation of County for Contractor's performance hereunder shall not exceed, Thirty-Seven Thousand Dollars (\$37,000), subject to the availability of State funding to County. This sum represents the total maximum obligation of County for this period as shown in Schedule IV.

Contractor shall use such funds only to pay for Expenditures Categories (i.e., Personnel Services and Operating Expenses), as set forth in Schedules III and IV and only to the extent that such funds are reimbursable to County under State Agreement. Contractor may reallocate up to ten percent (10%) of any amount in any expenditure category to any other expenditure category. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation providing County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval. Expenditure category amounts are those set forth in Schedules III and IV of Exhibits F and G as the total funding for Personnel Services and Operating Expenses."

5. Paragraph 16, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be revised as

follows:

"16. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S
CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provision of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall Implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notice of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 16 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 27B, "TERMINATION FOR CONTRACTOR'S DEFAULT" and pursue debarment of Contractor pursuant to County Code Chapter 2.202."

6. Paragraph 29, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be revised as follows:

"29. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that

the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contract may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the

Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor shall be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to [subcontractors/subconsultants] of County Contractors.

7. Paragraph 21, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1966, shall be revised as follows:

21. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER

THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations").

Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree to the following:

A. DEFINITIONS:

- (1) "Disclose" and "Disclosure" means, with respect to

Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Further, Electronic Media means: (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media. Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage),

as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected Health Information means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by

Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those

attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or "Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

- 1) Use Protected Health Information; and
- 2) Disclose Protected Health Information if the Disclosure is Required By Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health Information: Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents,

representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health

Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information

constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity.

Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8),

Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health

Information that is in the possession of agents, representatives, or subcontractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business

Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

8. Paragraph 43 ENTIRE AGREEMENT, shall be added to the Additional provisions to read as follows:

"43. ENTIRE AGREEMENT: The body of this Agreement; Exhibits A, B, C, D, E, F and G attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

- A. Exhibit A, Schedule I
- B. Exhibit B, Schedule II
- C. Exhibits C, D, and E
- D. Exhibit F, Schedule III
- E. Exhibit G, Schedule IV

9. As of the effective date of July 1, 2005, wherever it appears in this Agreement, the term "Exhibit B" shall be replaced by the term "Exhibit F", respectfully.

10. As of July 1, 2005, Exhibit F shall be added to the Agreement.

11. As of July 1, 2005, Schedule III shall be added to the Agreement.

12. As of July 1, 2005, Exhibit F and Schedule III shall supersede and replace Exhibit B, and Schedule II, respectively.

13. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

PARTNERS IN CARE FOUNDATION
CARE-A-VAN MOBILE HEALTH CLINIC
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Raymond G. Fortner
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts & Grants Division

AMENDCD3787.KH
kh:5/25/05

FISCAL YEAR 2005-2006 SCOPE OF WORK

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: PARTNERS IN CARE FOUNDATION CARE-A-VAN MOBILE HEALTH CLINIC
Clinic Site: 101 South First Street, Suite 100, Burbank 91502, 818-526-1780

Goal: Increase to 80% the percentage of 24-35 month old children who have completed the immunization series of 4 DTaP, 3 polio, 1 MMR, 3 Hib and 3 hepatitis B (4:3:1:3:3) and increase to 90% the percentage of 24-35 month old children who have completed 4 DTaP.

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation									
Adopt all Standards of Pediatric Immunization Practices.	Participate in a Quality Assurance Review (QAR) to review all Standards and implement an action plan for any Standards with deficiencies. Meet with Los Angeles County Immunization Program (LACIP) staff until all deficiencies have been resolved.	Annually Quarterly	Documentation of QAR and action plan. Documentation of meetings and all written documentation that all deficiencies have been corrected.									
Increase the 4:3:1:3:3 coverage level and 4 DTaP coverage level of 24-35 month old children by June 30, 2005 as indicated: <table><tr><td></td><td><u>Improvement</u></td></tr><tr><td>Below 40%</td><td>25%</td></tr><tr><td>40% - 49%</td><td>15%</td></tr><tr><td>50% - 69%</td><td>10%</td></tr><tr><td>70% - 85%</td><td>5%</td></tr></table>		<u>Improvement</u>	Below 40%	25%	40% - 49%	15%	50% - 69%	10%	70% - 85%	5%	Provide immunizations on a walk-in basis. Screen for and provide immunizations at all visits. Provide "express-lane" service to children seen for immunizations only. Administer all vaccine doses currently due simultaneously. Follow only true contraindications to immunizations as specified by the ACIP and Committee on Infectious Diseases (Red Book). Participate in a CASA assessment of coverage levels.	Ongoing
	<u>Improvement</u>											
Below 40%	25%											
40% - 49%	15%											
50% - 69%	10%											
70% - 85%	5%											

PARTNERS IN CARE FOUNDATION CARE-A-VAN MOBILE HEALTH CLINIC

FY05-06 SCOPE OF WORK

PAGE 2 OF 3

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Maintain an immunization tracking system to ensure that 100% of infants and toddlers are tracked and recalled.	<p>Meet with a LACIP staff to review current reminder/recall activities and implement recommendations for improvement.</p> <p>Notify all families of infants/children of upcoming immunization due dates by mailing a reminder postcard.</p> <p>Notify all families of missed immunizations by attempting to contact client a minimum of two times by mail or phone. Phone calls must include at least one daytime and one evening attempt.</p> <p>Document in medical chart that a minimum of two attempts were made to contact family about missed immunizations.</p>	<p>Quarter 1</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Documentation of meeting on file.</p> <p>Provide quarterly documentation of number of clients sent reminder post-cards/recall post-cards/phone calls made. Achievement of these activities to be evaluated and documented in the annual QAR.</p> <p>Documented in the annual QAR and Programmatic Review.</p>
Expand immunization services by including additional clinic days and hours per week.	<p>Provide a minimum of 1,500 immunization visits to clients ages 0-4 years.</p> <p>Immunizations will be provided at various locations for a total of 30 hours per week.</p>	<p>Annually</p> <p>Ongoing</p>	<p>Document number and age of immunization patients, and quantity and type of vaccine administered on DIR and submit monthly to local LACIP area office.</p> <p>Provide mobile clinic immunization services schedule to LACIP on a quarterly basis.</p>
Provide special outreach activities with public/private agencies that serve preschool age children and participate in local health education/promotional campaigns.	Provide immunization outreach and education at WIC sites, pre-schools, childcare sites, daycare centers, schools, and other community venues. At least six outreaches to be conducted each month.	Ongoing	Document location, type and number of activities and number of children and parents reached in quarterly reports.

FY05-06 SCOPE OF WORK

PAGE 3 OF 3

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<p align="center"> COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES PUBLIC HEALTH IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2005-2006 PARTNERS IN CARE FOUNDATION CARE-A-VAN MOBILE HEALTH CLINIC JULY 1, 2005 through JUNE 30, 2006 </p>

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>HOURLY SALARY</u>	<u>APPROVED BUDGET</u>
Community Outreach Coordinator	1	416	\$15.50	6,448
Medical Assistant (MA)	1	416	\$9.27	3,856
Registered Nurse (RN)	1	416	\$15.96	6,639
Registrar/Biller	1	416	\$12.80	5,325
Subtotal Program Staff				22,268
Employee Benefits @			25.00%	5,567
TOTAL PERSONNEL SERVICES				27,835
 <u>OPERATING EXPENSES</u>				
Services and Supplies				6,950
Health Education Materials				1,000
Travel (In State)				1,215
Equipment				0
TOTAL OPERATING EXPENSES				9,165
 TOTAL BUDGET COSTS				37,000

FISCAL YEAR 2006-2007 SCOPE OF WORK

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

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PAGE 3 OF 3

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COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH
IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2006-2007
PARTNERS IN CARE FOUNDATION CARE-A-VAN MOBILE HEALTH CLINIC
JULY 1, 2006 through JUNE 30, 2007

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Employee Benefits @			25.00%	5,567
TOTAL PERSONNEL SERVICES				27,835
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Health Education Materials				1,000
Travel (In State)				1,215
Equipment				0
TOTAL OPERATING EXPENSES				9,165
 TOTAL BUDGET COSTS				37,000

Contract No. H-213067-3

IMMUNIZATION PROJECT SERVICES AGREEMENT

Amendment No. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

ARROYO VISTA FAMILY HEALTH
CENTER (hereafter
"Contractor").

WHEREAS reference is made to that certain document entitled
"IMMUNIZATION PROJECT SERVICES AGREEMENT", dated September 4,
2001, and further identified as County Agreement No. H-213067,
between the County and Arroyo Vista Family Health Center
("Contractor") and any Amendments thereto (all hereafter
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to provide for the changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on July 1, 2005 and

shall remain in full force and effect to, and including June 30, 2006, subject to State funding.

2. Paragraph 1, TERM, shall be revised as follows:

"1. TERM: This Agreement shall be effective September 4, 2001 and shall continue in full force and effect to, and including, June 30, 2006, subject to the availability of State funding. Thereafter, this Agreement shall be automatically renewed for an additional twelve (12) months effective July 1, 2006 through June 30, 2007, subject to the availability of State funding to the County. If such State funding is not forthcoming, this Agreement shall terminate on June 30, 2006.

If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated, with or without cause, by Contractor at least thirty (30) calendar days advance written notice to County. County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder. In any event, this Agreement shall finally expire on June 30, 2007.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon

Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds, for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisor's fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, and agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

2. Paragraph 2, DESCRIPTION OF SERVICES, shall be revised as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, B, B-I, C, C-I, D, E and F, Scope of Work, attached hereto and incorporated herein by reference.

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of this Agreement through June 30, 2002, the maximum obligation of County for Contractor's performance hereunder is Ninety-Nine Thousand Six Hundred Eighty Four Dollars (\$99,684) as set forth in Exhibit A, Schedule 1, Budget, attached hereto and incorporated herein by reference.

County's maximum obligation for the period of July 1, 2002 through June 30, 2003, for Contractor's performance hereunder shall not exceed Ninety Nine Thousand Six Hundred Eighty Four Dollars (\$99,684) as set forth in Exhibit B-1. Schedule B-1, Budget, attached hereto and incorporated herein by reference.

County's maximum obligation for the period of July 1, 2003 through June 30, 2004, for Contractor's performance hereunder shall not exceed One Hundred Thousand Dollars (\$100,000) as set forth in Exhibit C-I, Schedule C-1, Budget, attached hereto and incorporated herein by reference.

County's maximum obligation for the period of July 1, 2004 through June 30, 2005, for Contractor's performance hereunder

shall not exceed One Hundred Thousand Dollars (\$100,000) as set forth in Exhibit D, Schedule D.

County's maximum obligation for the period of July 1, 2005 through June 30, 2006, for Contractor's performance hereunder shall not exceed One Hundred Dollars (\$100,000) as set forth in Exhibit E, Schedule E, Budget attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period July 1, 2006 through June 30, 2007, the maximum obligation of County for Contractor's performance hereunder shall not exceed, One Hundred Thousand Dollars (\$100,000), subject to the availability of State funding to County. This sum represents the total maximum obligation of County for this period as shown in Schedule F.

Contractor shall use such funds only to pay for Expenditures Categories (i.e., Personnel Services and Operating Expenses), as set forth in Schedules E and F and only to the extent that such funds are reimbursable to County under State Agreement. Contractor may reallocate up to ten percent (10%) of any amount in any expenditure category to any other expenditure category. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation providing County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the

Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval. Expenditure category amounts are those set forth in Schedules E and F of Exhibits E and F as the total funding for Personnel Services and Operating Expenses."

4. Paragraph 16, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be revised as follows:

"16. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provision of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California

Unemployment Insurance Code Section 1088.5, and shall Implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notice of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 39 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 27B, "TERMINATION FOR CONTRACTOR'S DEFAULT" and pursue debarment of Contractor pursuant to County Code Chapter 2.202."

5. Paragraph 31, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be revised as follows:

"31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as

quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed

an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contract may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor shall be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board

of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to [subcontractors/ subconsultants] of County Contractors.

6. Paragraph 20, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1966, shall be revised as follows:

20. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations").

Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to

mandate certain protections for the privacy and security of Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such an contract is not in place.

Therefore, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Further, Electronic Media means: (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media.

Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks,

and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected Health Information means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or

future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that

require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or "Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

a. Shall Use and Disclose Protected Health

Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

1) Use Protected Health Information; and

2) Disclose Protected Health Information if the Disclosure is Required By Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health

Information: Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

b. Effective as of April 20, 2005, specifically

as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate

agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate

shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity.

Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes,

or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures

accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph

shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

7. Paragraph 37 ENTIRE AGREEMENT, shall be added to the Additional provisions to read as follows:

"37. ENTIRE AGREEMENT: The body of this Agreement; Exhibits A, B, B-I, C, C-I, D, E and F attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

- A. Exhibit A
- B. Exhibits B, B-I, C, C-I, D, E, and F
- C. Schedules A-1, B-1, C, C-1, D, E, and F

8. As of the effective date of July 1, 2005, wherever it appears in this Agreement, the term "Exhibit D" shall be replaced by the term "Exhibit E", respectfully.

9. As of July 1, 2005, Exhibit E shall be added to the Agreement.

10. As of July 1, 2005, Schedule E shall be added to the Agreement.

11. As of July 1, 2005, Exhibit E and Schedule E shall supersede and replace Exhibit D, and Schedule D, respectively.

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

ARROYO VISTA FAMILY HEALTH CENTER
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Raymond G. Fortner
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts & Grants Division

AMENDCD3786.KH
kh:5/25/05

FISCAL YEAR 2005-2006 SCOPE OF WORK

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: ARROYO VISTA FAMILY HEALTH CENTER

Clinic Site: El Sereno - 4815 E. Valley Boulevard, Suite C&D, El Sereno 90032, 323-222-1134

Clinic Site: Highland Park - 6000 Figueroa Street, Los Angeles 90042, 323-254-5221

Clinic Site: Lincoln Heights - 2221 North Broadway, Los Angeles 90031, 323-224-2188

Goal: Increase to 80% the percentage of 24-35 month old children who have completed the immunization series of 4 DTaP, 3 polio, 1 MMR, 3 Hib and 3 hepatitis B (4:3:1:3:3) and increase to 90% the percentage of 24-35 month old children who have completed 4 DTaP.

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation									
Adopt all Standards of Pediatric Immunization Practices.	Participate in a Quality Assurance Review (QAR) to review all Standards and implement an action plan for any Standards with deficiencies. Meet with Los Angeles County Immunization Program (LACIP) staff until all deficiencies have been resolved.	Annually Quarterly	Documentation of QAR and action plan. Documentation of meetings and written documentation that all deficiencies have been corrected.									
Increase the 4:3:1:3:3 coverage level and 4 DTaP coverage level of 24-35 month old children by June 30, 2005 as indicated: <table><tr><td></td><td><u>Improvement</u></td></tr><tr><td>Below 40%</td><td>25%</td></tr><tr><td>40% - 49%</td><td>15%</td></tr><tr><td>50% - 69%</td><td>10%</td></tr><tr><td>70% - 85%</td><td>5%</td></tr></table>		<u>Improvement</u>	Below 40%	25%	40% - 49%	15%	50% - 69%	10%	70% - 85%	5%	Provide immunizations on a walk-in basis. Screen for and provide immunizations at all visits. Provide "express-lane" service to children seen for immunizations only. Administer all vaccine doses currently due simultaneously. Follow only true contraindications to immunizations as specified by the ACIP and Committee on Infectious Diseases (Red Book). Participate in a CASA assessment of coverage levels.	Ongoing <
	<u>Improvement</u>											
Below 40%	25%											
40% - 49%	15%											
50% - 69%	10%											
70% - 85%	5%											

ARROYO VISTA FAMILY HEALTH CENTER

FY05-06 SCOPE OF WORK

PAGE 2 OF 3

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Maintain an immunization tracking system to ensure that 100% of infants and toddlers are tracked and recalled.	<p>Meet with a LACIP staff to review current reminder/recall activities and implement recommendations for improvement.</p> <p>Notify all families of infants/children of upcoming immunization due dates by mailing a reminder postcard.</p> <p>Notify all families of missed immunizations by attempting to contact client a minimum of two times by mail or phone. Phone calls must include at least one daytime and one evening attempt.</p> <p>Document in medical chart that a minimum of two attempts were made to contact family about missed immunizations.</p>	<p>Quarter 1</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Documentation of meeting on file.</p> <p>Provide quarterly documentation of number of clients sent reminder post-cards/recall post-cards/phone calls made. Achievement of these activities to be evaluated and documented in the annual QAR.</p> <p>Documented in the annual QAR and Programmatic Review.</p>
Expand immunization services by including additional clinic days and hours per week.	<p>Provide immunizations to a minimum of 5,000 children ages 0-4 years.</p> <p>Provide immunizations at the Highland Park clinic from 8:00 a.m. to 7:00 p.m. six days a week, at the Lincoln Heights clinic from 8:00 a.m. to 5:00 p.m. six days a week, and at the El Sereno clinic from 8:00 a.m. to 5:00 p.m. five days a week.</p> <p>Screen children in pediatric walk-in sick clinics for immunizations needed.</p>	<p>Annually</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Document number and age of immunization patients, and quantity and type of vaccine administered on DIR and submit monthly to local LACIP area office.</p> <p>Provide in-clinic immunization services schedule to LACIP on a quarterly basis.</p> <p>Provide quarterly documentation.</p>

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Provide special outreach activities with public/private agencies that serve preschool age children and participate in local health education/promotional campaigns.	Provide immunization services to WIC clients as described in the MOU with WIC agencies. Distribute flyers in the community to promote free immunizations at clinic locations and at the mobile clinic.	Ongoing Ongoing	Document location, type and number of activities and number of children and parents reached in quarterly reports.
Maintain appropriate vaccine management protocols as established by LACIP and VFC to minimize vaccine waste/loss to no greater than 3% of overall vaccine inventory.	Maintain appropriate vaccine storage and handling policies and equipment and provide appropriate staff training to minimize vaccine waste/loss. Notify LACIP of vaccine not likely to be used three months prior to expiration.	Ongoing Ongoing	Document policies and procedures, staff training, and equipment performance. Complete and submit vaccine expired/wasted report to LACIP on a monthly basis. Achievement of these activities to be evaluated and documented in the annual QAR and Programmatic Review. Complete and review monthly inventory submitted to LACIP to identify short-dated vaccine.
Participate in the Los Angeles Immunization Network (LINK).	Implement use of LINK as it is deployed to site by regional registry staff.	Ongoing	Document number of immunization records in LINK.

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES

PUBLIC HEALTH

IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2005-2006

ARROYO VISTA FAMILY HEALTH CENTER

JULY 1, 2005 through JUNE 30, 2006

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>HOURLY SALARY</u>	<u>APPROVED BUDGET</u>
Front Office Clerk	1	416	\$11.86	4,934
Lead Medical Assistant (MA)	1	2,080	\$14.61	30,389
Medical Assistant (MA)	1	2,080	\$10.45	21,736
Medical Records Clerk	1	416	\$12.00	4,992
Program Manager	1	250	\$44.85	11,213
Subtotal Program Staff				73,264
Employee Benefits @			25.00%	18,316
TOTAL PERSONNEL SERVICES				91,580
 <u>OPERATING EXPENSES</u>				
Services and Supplies				7,412
Health Education Materials				408
Travel (In State)				600
Equipment				0
TOTAL OPERATING EXPENSES				8,420
 TOTAL BUDGET COSTS				<u>100,000</u>

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: ARROYO VISTA FAMILY HEALTH CENTER

Clinic Site: El Sereno - 4815 E. Valley Boulevard, Suite C&D, El Sereno 90032, 323-222-1134
 Clinic Site: Highland Park - 6000 Figueroa Street, Los Angeles 90042, 323-254-5221
 Clinic Site: Lincoln Heights - 2221 North Broadway, Los Angeles 90031, 323-224-2188

Goal: Increase to 80% the percentage of 24-35 month old children who have completed the immunization series of 4 DTaP, 3 polio, 1 MMR, 3 Hib and 3 hepatitis B (4:3:1:3:3) and increase to 90% the percentage of 24-35 month old children who have completed 4 DTaP.

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Adopt all Standards of Pediatric Immunization Practices.	Participate in a Quality Assurance Review (QAR) to review all Standards and implement an action plan for any Standards with deficiencies. Meet with Los Angeles County Immunization Program (LACIP) staff until all deficiencies have been resolved.	Annually Quarterly	Documentation of QAR and action plan. Documentation of meetings and written documentation that all deficiencies have been corrected.
<p>Increase the 4:3:1:3:3 coverage level and 4 DTap coverage level of 24-35 month old children by June 30, 2007 as indicated:</p> <p><u>Improvement</u></p> <p>Below 40% 25% 40% - 49% 15% 50% - 69% 10% 70% - 85% 5%</p>	<p>Provide immunizations on a walk-in basis. Screen for and provide immunizations at all visits. Provide "express-lane" service to children seen for immunizations only. Administer all vaccine doses currently due simultaneously. Follow only true contraindications to immunizations as specified by the ACIP and Committee on Infectious Diseases (Red Book). Participate in a CASA assessment of coverage levels.</p>	Ongoing Annually	<p>Achievement of these activities to be evaluated and documented in the annual QAR.</p> <p>CASA documentation on file.</p>

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Maintain an immunization tracking system to ensure that 100% of infants and toddlers are tracked and recalled.	<p>Meet with a LACIP staff to review current reminder/recall activities and implement recommendations for improvement.</p> <p>Notify all families of infants/children of upcoming immunization due dates by mailing a reminder postcard.</p> <p>Notify all families of missed immunizations by attempting to contact client a minimum of two times by mail or phone. Phone calls must include at least one daytime and one evening attempt.</p> <p>Document in medical chart that a minimum of two attempts were made to contact family about missed immunizations.</p>	<p>Quarter 1</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Documentation of meeting on file.</p> <p>Provide quarterly documentation of number of clients sent reminder post-cards/recall post-cards/phone calls made. Achievement of these activities to be evaluated and documented in the annual QAR.</p> <p>Documented in the annual QAR and Programmatic Review.</p>
Expand immunization services by including additional clinic days and hours per week.	<p>Provide immunizations to a minimum of 5,000 children ages 0-4 years.</p> <p>Provide immunizations at the Highland Park clinic from 8:00 a.m. to 7:00 p.m. six days a week, at the Lincoln Heights clinic from 8:00 a.m. to 5:00 p.m. six days a week, and at the El Sereno clinic from 8:00 a.m. to 5:00 p.m. five days a week.</p> <p>Screen children in pediatric walk-in sick clinics for immunizations needed.</p>	<p>Annually</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Document number and age of immunization patients, and quantity and type of vaccine administered on DIR and submit monthly to local LACIP area office.</p> <p>Provide in-clinic immunization services schedule to LACIP on a quarterly basis.</p> <p>Provide quarterly documentation.</p>

ARROYO VISTA FAMILY HEALTH CENTER
FY06-07 SCOPE OF WORK
PAGE 3 OF 3

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Provide special outreach activities with public/private agencies that serve preschool age children and participate in local health education/promotional campaigns.	Provide immunization services to WIC clients as described in the MOU with WIC agencies. Distribute flyers in the community to promote free immunizations at clinic locations and at the mobile clinic.	Ongoing Ongoing	Document location, type and number of activities and number of children and parents reached in quarterly reports.
Maintain appropriate vaccine management protocols as established by LACIP and VFC to minimize vaccine waste/loss to no greater than 3% of overall vaccine inventory.	Maintain appropriate vaccine storage and handling policies and equipment and provide appropriate staff training to minimize vaccine waste/loss. Notify LACIP of vaccine not likely to be used three months prior to expiration.	Ongoing Ongoing	Document policies and procedures, staff training, and equipment performance. Complete and submit vaccine expired/wasted report to LACIP on a monthly basis. Achievement of these activities to be evaluated and documented in the annual QAR and Programmatic Review. Complete and review monthly inventory submitted to LACIP to identify short-dated vaccine.
Participate in the Los Angeles Immunization Network (LINK).	Implement use of LINK as it is deployed to site by regional registry staff.	Ongoing	Document number of immunization records in LINK.

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH
IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2006-2007
ARROYO VISTA FAMILY HEALTH CENTER
JULY 1, 2006 through JUNE 30, 2007

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>HOURLY SALARY</u>	<u>APPROVED BUDGET</u>
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 TOTAL BUDGET COSTS				 100,000

Contract No. H-212985-3

**IMMUNIZATION PROGRAM - WOMEN, INFANTS, AND CHILDREN
PROJECT SERVICES AGREEMENT**

Amendment No. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

NORTHEAST VALLEY HEALTH
CORPORATION, INC.
(hereafter "Contractor").

WHEREAS reference is made to that certain document entitled
"IMMUNIZATION PROGRAM - WOMEN, INFANTS, AND CHILDREN PROJECT
SERVICES AGREEMENT", dated September 4, 2001, and further
identified as County Agreement No. H-212985, between the County
and Northeast Valley Health Corporation, Inc. ("Contractor") and
any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to provide for the changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on July 1, 2005

and shall remain in full force and effect to, and including June 30, 2006, subject to State funding.

2. Paragraph 1, TERM, shall be revised as follows:

"1. TERM: This Agreement shall be effective September 4, 2001 and shall continue in full force and effect to, and including, June 30, 2006, subject to the availability of State funding. Thereafter, this Agreement shall be automatically renewed for an additional twelve (12) months effective July 1, 2006 through June 30, 2007, subject to the availability of State funding to the County. If such State funding is not forthcoming, this Agreement shall terminate on June 30, 2006.

If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated, with or without cause, by Contractor at least thirty (30) calendar days advance written notice to County. County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder. In any event, this Agreement shall finally expire on June 30, 2007.

Director may also suspend the performance of services

hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds, for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisor's fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, and agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

2. Paragraph 2, DESCRIPTION OF SERVICES, shall be revised as

follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, B, B-I, C, C-I, D, E, and F Scope of Work, attached hereto and incorporated herein by reference.

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of this Agreement through June 30, 2002, the maximum obligation of County for Contractor's performance hereunder is Sixty Four Thousand Dollars (\$64,000) as set forth in Exhibit A, Schedule I, Budget, attached hereto and incorporated herein by reference.

County's maximum obligation for the period of July 1, 2002 through June 30, 2003, for Contractor's performance hereunder shall not exceed Sixty Four Thousand Dollars (\$64,000) as set forth in Exhibit B, Schedule I, Budget, attached hereto and incorporated herein by reference.

County's maximum obligation for the period of July 1, 2003 through June 30, 2004, for Contractor's performance hereunder shall not exceed Sixty Four Thousand Dollars (\$64,000) as set forth in Exhibit C-I, Schedule C-I, Budget, attached hereto and incorporated herein by

reference.

County's maximum obligation for the period of July 1, 2004 through June 30, 2005, for Contractor's performance hereunder shall not exceed Sixty Four Thousand Dollars (\$64,000) as set forth in Exhibit D, Schedule D, Budget, attached hereto and incorporated herein by reference.

County's maximum obligation for the period of July 1, 2005 through June 30, 2006, for Contractor's performance hereunder is Sixty-Four Thousand Dollars (\$64,000) as set forth in Exhibit E, Schedule E, Budget, attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period July 1, 2006 through June 30, 2007, the maximum obligation of County for Contractor's performance hereunder shall not exceed, Sixty-Four Thousand Dollars (\$64,000), subject to the availability of State funding to County. This sum represents the total maximum obligation of County for this period as shown in Schedule F.

Contractor shall use such funds only to pay for Expenditures Categories (i.e., Personnel Services and Operating Expenses), as set forth in Schedules E and F and only to the extent that such funds are reimbursable to County under State Agreement.

Contractor may reallocate up to ten percent (10%) of

any amount in any expenditure category to any other expenditure category. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation providing County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval. Expenditure category amounts are those set forth in Schedules E and F of Exhibits E and F as the total funding for Personnel Services and Operating Expenses."

4. Paragraph 20, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1966, shall be revised as follows:

20. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations

promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations").

Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Further, Electronic Media means: (a) Electronic storage media including memory devices in computers

(hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media. Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected Health Information means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic

media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained

in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or "Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

1) Use Protected Health Information; and

2) Disclose Protected Health Information if the Disclosure is Required By Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health Information: Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made

by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate

agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after

receipt of request from Covered Entity.

(7) Amendment of Protected Health Information:

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the

Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be

the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information

Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

5. Paragraph 19, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be revised as follows:

"19. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provision of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall Implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notice of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 39 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to

Paragraph 29B, "TERMINATION FOR CONTRACTOR'S DEFAULT" and pursue debarment of Contractor pursuant to County Code Chapter 2.202."

5. Paragraph 30, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be revised as follows:

"30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor

has done any of the following: (1) violated a term of contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contract may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor shall be debarred, and,

if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to [subcontractors/subconsultants] of County Contractors.

5. Paragraph 37 ENTIRE AGREEMENT, shall be added to the Additional provisions to read as follows:

"37. ENTIRE AGREEMENT: The body of this Agreement; Exhibits A, B, B-I, C, C-I, D, E and F attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents,

such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

A. Exhibit A

B. Exhibits B, B-I, C, C-I, D, E, and F

C. Schedules A-1, B-1, C, C-1, D, E and F

6. As of the effective date of July 1, 2005, wherever it appears in this Agreement, the term "Exhibit D" shall be replaced by the term "Exhibit E", respectfully.

7. As of July 1, 2005, Exhibit E shall be added to the Agreement.

8. As of July 1, 2005, Schedule E shall be added to the Agreement.

9. As of July 1, 2005, Exhibits E and Schedule E shall supersede and replace Exhibit D, and Schedule D, respectively.

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

NORTHEAST VALLEY HEALTH
CORPORATION, INC. _____
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Raymond G. Fortner
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O' Neill, Chief
Contracts and Grants Division

AMENDCD3785.KH
kh:5/25/05

SCOPE OF WORK (FISCAL YEAR 2005-2006)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: Northeast Valley Health Corporation (NEVHC) WIC Program

Goal: To increase to 80% up-to-date immunization coverage levels for children 12-17 months and 24-29 months with an immunization history at participating WIC sites in Los Angeles County.

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
I. Increase the proportion of children bringing in a documented immunization record.	Encourage clients to bring in their child's immunization record to every visit through flyers, posters, request for IZ records and incentives.	Ongoing	Document use of flyers, posters, requests for IZ records and incentives.
II. Determine immunization coverage levels for children ages 12-17 months and 24-29 months.	Assess immunization status of WIC clients ages 0 – 35 months at 9 NEVHC WIC Centers by use of the WIC version of the Immunization Tracking System Los Angeles (ITS LA). Obtain monthly UTD reports for 12 – 17 month old children and 24 – 29 month old children.	Ongoing	Document total number of participants 12 – 17 months of age. Of those 12 – 17 months, # with immunization histories in the WIC database. Of those with immunization histories, the # with 3 DTaP, 2 IPV, 2 HIB, 2 Hep B. Document total number of participants 24 – 29 months of age. Of those 24 – 29 months, # with immunization histories in the WIC database. Of those with immunization histories, the # with 4 DTaP, 3 IPV, 1 MMR, 3 HIB, 3 Hep B.

NORTHEAST VALLEY HEALTH CORPORATION - WIC

FY05-06 SCOPE OF WORK

PAGE 2 OF 2

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
III. Ensure that immunization services are available for those children who are not age appropriately up-to-date upon assessment.	For children found either not to be UTD for age with recommended immunizations or to not have an immunization record, refer to their primary health care provider, or provide a list of locations offering free immunizations. Expand Monthly Voucher Pick-up project or client escort services project to one additional WIC Center, Pacoima Health Center WIC, for a total of 12 sites.	Ongoing	Obtain monthly activity reports documenting assessment of immunization status through ITS LA. Document use of referral forms. Document implementation of MVP at one additional WIC Center. Document number of participants placed on MVP.
IV. Submit quarterly reports as required by the State of California Immunization Branch and the Los Angeles County Immunization Program.	Utilize reporting form and submit to Los Angeles County Immunization Program (LACIP) WIC Coordinator.	Quarterly	Use reporting form provided by LACIP WIC Coordinator.

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<p align="center"> COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES PUBLIC HEALTH IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2005-2006 NORTHEAST VALLEY HEALTH CORPORATION - WIC JULY 1, 2005 through JUNE 30, 2006 </p>

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/</u> <u>% TIME</u>	<u>MONTHLY</u> <u>SALARY</u>	<u>APPROVED</u> <u>BUDGET</u>
Consultant	1	150	\$40.00	6,000
Data Entry/Clerk	1	1,872	\$10.90	20,405
Program Director	1	624	\$32.05	19,999
Subtotal Program Staff				46,404
Employee Benefits @			23.00%	9,293
TOTAL PERSONNEL SERVICES				55,697
 <u>OPERATING EXPENSES</u>				
Services and Supplies				6,553
Health Education Materials				750
Travel				1,000
Equipment				0
TOTAL OPERATING EXPENSES				8,303
 TOTAL BUDGET COSTS				 64,000

SCOPE OF WORK (FISCAL YEAR 2006-2007)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: Northeast Valley Health Corporation (NEVHC) WIC Program

Goal: To increase to 80% up-to-date immunization coverage levels for children 12-17 months and 24-29 months with an immunization history at participating WIC sites in Los Angeles County.

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
I. Increase the proportion of children bringing in a documented immunization record.	Encourage clients to bring in their child's immunization record to every visit through flyers, posters, request for IZ records and incentives.	Ongoing	Document use of flyers, posters, requests for IZ records and incentives.
II. Determine immunization coverage levels for children ages 12-17 months and 24-29 months.	Assess immunization status of WIC clients ages 0 – 35 months at 9 NEVHC WIC Centers by use of the WIC version of the Immunization Tracking System Los Angeles (ITS LA). Obtain monthly UTD reports for 12 – 17 month old children and 24 – 29 month old children.	Ongoing	Document total number of participants 12 – 17 months of age. Of those 12 – 17 months, # with immunization histories in the WIC database. Of those with immunization histories, the # with 3 DTAp, 2 IPV, 2 Hib, 2 Hep B. Document total number of participants 24 – 29 months of age. Of those 24 – 29 months, # with immunization histories in the WIC database. Of those with immunization histories, the # with 4 DTAp, 3 IPV, 1 MMR, 3 Hib, 3 Hep B.

NORTHEAST VALLEY HEALTH CORPORATION - WIC
FY06-07 SCOPE OF WORK
PAGE 2 OF 2

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COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH
IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2006-2007
NORTHEAST VALLEY HEALTH CORPORATION - WIC
JULY 1, 2006 through JUNE 30, 2007

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/</u> <u>% TIME</u>	<u>MONTHLY</u> <u>SALARY</u>	<u>APPROVED</u> <u>BUDGET</u>
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